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18 Attorneys for Plaintiff  
19 Tesoro Refining & Marketing Company LLC

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21 **UNITED STATES DISTRICT COURT**  
22 **CENTRAL DISTRICT OF CALIFORNIA**

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24 TESORO REFINING & MARKETING  
25 COMPANY LLC, a Delaware limited  
26 liability company,

27 Plaintiff,

28 v.

SB GAS & WASH MANAGEMENT,  
INC., a California corporation; and  
AHMAD ABADI, an individual,

Defendants.

Case No. 2:18-CV-04895-SVW-MAA

[Judge Stephen V. Wilson]

**DECLARATION OF JOHN L.  
CASTANEDA IN SUPPORT OF  
PLAINTIFF'S MOTION FOR ENTRY  
OF DEFAULT JUDGMENT**

Date Action Filed: June 1, 2018

**DECLARATION OF JOHN L. CASTAÑEDA**

I, John L. Castañeda, hereby declare:

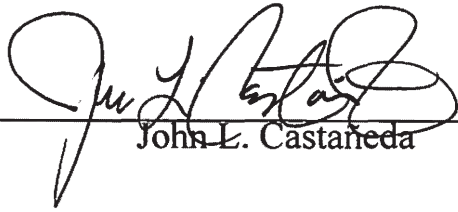
1. I am a Retail Credit Manager at Andeavor, which is the sole member of Tesoro Refining & Marketing Company LLC ("TRMC" or "Plaintiff"). I have personal knowledge of the matters stated herein, and if called upon to do so, I could and would testify competently as to such matters.

2. Attached as Exhibit 1 hereto is a true and correct copy of spreadsheets prepared by TRMC in the ordinary course of business, which show TRMC's calculation of liquidated damages under its agreements with SB Gas & Wash Management, Inc. ("SB Gas"), not including interest. The second page of the spreadsheet shows that SB Gas has purchased 3,036,964 gallons of diesel and Shell-branded gasoline for the station located at 2160 Euclid Avenue, Ontario, California under the terms of its Retail Sales Agreement with TRMC ("RSA"). The first page of the spreadsheet shows that the required minimum quantity under the RSA of 15,000,000 gallons minus the purchased quantity of 3,036,964 gallons results in 11,963,036 gallons remaining unpurchased. That unpurchased volume multiplied by the contract's liquidated damages rate of \$0.025 per gallon equals \$299,075.90. The first page of the spreadsheet also shows that the unamortized loan balance, which was owed by SB Gas under the Retailer Loan Agreement ("RLA"), at the time that SB Gas breached the RSA was \$125,000. The unpaid loan amount under the RLA and the liquidated damages amount under the RSA total contract damages of \$424,075.90, not including interest.

3. My review of TRMC's collection correspondence records indicates that neither Ahmad Abadi nor SB Gas responded to TRMC's "Notice of Termination" letter dated June 13, 2017.

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

1 Executed on this 20th day of September, 2018, at San Antonio [city],  
2 TX [state].  
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4 By:   
5 John L. Castañeda  
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